

NORTH CAROLINA

BRUNSWICK COUNTY

THIS AGREEMENT, made and entered into this _____day of December, 2011 by and between the County of Brunswick a body corporate and politic and a political subdivision of the State of North Carolina, hereinafter referred to as "County," and the Town of Sunset Beach, a municipal corporation of Brunswick County, North Carolina, hereinafter referred to as "Town".

WITNESSETH:

THAT WHEREAS, County currently provides comprehensive building inspection services in all areas of County which lie outside the corporate limits and extraterritorial jurisdiction areas of a municipality as mandated by North Carolina General Statute 153A-352 and

WHEREAS, Town currently provides comprehensive building inspection services within its corporate limits as mandated by North Carolina General Statute 160A-412; and

WHEREAS, Town has requested and County has consented to provide comprehensive building inspection services for Town within its corporate limits as by law mandated subject to the limitations herein set forth; and

WHEREAS, such an Agreement is authorized by North Carolina General Statute 160A-413 and North Carolina General Statute 160A-461.

NOW, THEREFORE, the parties hereto agree as follows:

1. County shall provide comprehensive inspection services within the corporate limits pursuant to North Carolina General Statute 160A-411 through 160A-438 with the exception of all materials and things relating to North Carolina General Statute 160A-412(4) and 160A-424. It is expressly understood between the parties that this Agreement in no way obligates County to undertake those responsibilities under North Carolina General Statute 160A-441 through 160A-450.
2. County shall be responsible for issuing all permits and collection of all fees and charges associated with the issuance of said permits in accordance with the County's current fee schedule. The County shall bill the Town a fee of \$50.00 per inspection for structures permitted prior to the execution of this agreement.
3. County shall cooperate with Town in the prosecution of criminal and/or civil actions relating to violations of the North Carolina State Building Code and/or Town ordinances but it is the understanding of the parties hereto that it shall be in the discretion of Town to prosecute any said violations occurring within Town's corporate limits. Town shall bear all costs associated with enforcement.
4. Each party shall pay all necessary personnel, administrative, legal and other costs associated with the duties and responsibilities assumed and performed by such party under this Agreement. The County shall receive compensation in the amount of its regular fee charged for each inspection performed by the County, as set out in the schedule of fees maintained in the County Building Inspections Office.
5. This agreement shall become effective on the date of the execution hereof and shall remain in effect for a period of one (1) year and may be renewed upon agreement of both parties for additional one (1) year periods. If the parties take no action to revoke this agreement, then it shall renew automatically as stated herein. Any party seeking to revoke this agreement must give the other party a minimum of ninety (90) days notice.
6. This Agreement may be amended or modified upon mutual agreement of the Board of County Commissioners of County and the Board of Commissioners of Town provided that any such amendment shall be reduced to writing and signed by the parties to this Agreement.
7. This Agreement constitutes the entire understanding of the parties.
8. The parties hereto will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement, including but not limited to an administrative letter of understanding setting forth the time schedules within which services herein must be performed.
9. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

10. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason invalid, unlawful or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable and such holding shall not effect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the County of Brunswick has caused this instrument to be executed in its behalf by the Chairman of its Board of Commissioners, attested by its Clerk and its corporate seal to be hereto affixed and by Town causing this instrument to be executed in its behalf by its Mayor, attested by its Clerk and its corporate seal being hereto affixed all on the day and year first above written.

COUNTY OF BRUNSWICK

_____,
William M. Sue, Chairman
Brunswick County Board of Commissioners

ATTEST:

Deborah S. (Debby) Gore, CMC
Clerk to the Board

TOWN OF SUNSET BEACH

Richard Cerrato, Mayor

ATTEST:

Lisa H. Anglin, Town Clerk